




Haringey Council

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|-----------------------|---|--------------------------|--|
| Report for: | Cabinet – 16 th April 2013 | Item Number: | |
| Title: | Finsbury Park Track & Gym/Tennis Courts - Leasing | | |
| Report Authorised by: | Lyn Garner – Director of Place and Sustainability  | | |
| Lead Officer: | Andrea Keeble 020 8489 5712 andrea.keeble@haringey.gov.uk | | |
| Ward(s) affected: ALL | | Report for Key Decision: | |

1. Describe the Issue Under Consideration

- 1.1 This report is seeking approval for the Council to enter into long term leases with the Finsbury Park Sports Partnership Limited (the Partnership) for Finsbury Park Track & Gym and Tennis Courts. This follows Cabinet's decision on the 13th November 2012 to authorise the transfer of these facilities to the Partnership.
- 1.2 Cabinet approval is now sought to enter into an 'Agreement to Lease' and, subject to specific milestones being achieved, to agree the Leases with the Partnership. The Agreement to Lease and Leases will be entered into on the basis that this disposal will help the Council secure the promotion or improvement of the economic, social, or environmental well being of the area where Finsbury Park is located.

2. Cabinet Member Introduction

- 2.1 At the 13th November 2012 Cabinet meeting, colleagues considered this matter in some detail including:
 - Operational and Policy Background
 - Consultation and the Finsbury Park Management Plan



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- The informal tendering process and lease negotiations
- The Partnership and their business plan/ funding strategy
- Key milestones and risks

2.2 At this meeting the following was agreed:

- That, subject to the Agreement to Lease and Lease being brought back to Cabinet for final approval, the Council be authorised to transfer the Finsbury Park Track and Gym area and Tennis Courts (see Appendix 1), both of which form part of Finsbury Park, to the Finsbury Park Sports Partnership Ltd, on terms to be agreed and also in accordance with the key milestones set out in the report.
- That the interim grant support, as set out in paragraph 7.4 of the November report be authorised. (See Funding Agreement; Appendix 3 - exempt) and below:

| Amount | Year 1 (May 13- Mar 14) | Year 2 (14- 15) | Year 3 (15 – 16) | Year 4 (16- 17) |
|------------|-------------------------------|--------------------|---------------------|--------------------|
| Annual sum | £22,917 | £22,500 | £20,000 | £0 |

- That the investment proposals submitted by the Partnership be endorsed, subject to successful funding applications to a range of external funding agencies
- That the amended opening hours and operation of the park (dusk to 10pm every day), as referred to in the report, be approved
- To allow time to consult further with local residents and to respond to their concerns

2.3 Thus I am now, in accordance with the decision of the 13th November 2012 Cabinet meeting, recommending the award of an Agreement to Lease (see Appendix 4) to the Finsbury Park Sports Partnership, and further recommend that on the achievement of the milestones as set out in this report, that the Leases (see Appendix 5 and 6) are also approved. (Members should note that subsequent to the November meeting it has become clear that two separate leases for the facilities are a more workable option. This is due to funding body requirements). Heads of Term are attached as Appendix 2.

2.4 I am also recommending that authority is delegated to the Director of Place and Sustainability, after consultation with the Cabinet Members for Communities and Finance and Sustainability, to any minor amendment to the Leases prior to the final award.

Recommendations

3.1 Members are asked to:



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3.1.1 Authorise the disposal of the Finsbury Park Track and Gym Area and Tennis Courts Area (both of which are shown edged red on the site plans attached at Appendix 1) by entering into the Agreement to Lease and Leases (attached as Appendices 4, 5 and 6) with the Finsbury Park Sports Partnership Limited.

3.1.2 Delegate authority to the Director of Place and Sustainability, after consultation with the Cabinet Members for Communities and Finance and Sustainability, to any minor amendment to the Leases.

3.1.3 Note the fallback position outlined in 4.6 of the original report if the Council is unable to award the full lease to the Partnership:

‘Whilst we are confident that the Partnership will achieve the milestones, there are a number of risks that they will need to overcome, and thus the fallback position would be to seek separate leasehold agreements for the individual sports facilities.’

4. Alternative options considered

4.1 These were set out in the 8th February 2011 and 13th November 2012 Cabinet Reports.

5. Background Information

5.1 The 8th February 2011 Cabinet report established a fundamental change in the way we fund and deliver sport and leisure provision in the borough. The approach adopted included:

- Reducing the cost of providing the service
- A much greater focus on outcomes
- Concentrating on what we provide rather than who provides it
- Focussing more on the user rather than buildings and facilities
- Increasing the involvement of the voluntary and community sector, and
- Transferring some or all of the asset, demand and financial risk onto other parties

5.2 Specifically this report agreed a package of proposals which included leasing Finsbury Park Track and Gym to local sports club(s)/agency(s)

5.3 The 13th November 2012 Cabinet report subsequently authorised the transfer of Finsbury Park Track and Gym and the Tennis Courts to the Finsbury Park Sports Partnership, subject to the Agreement to Lease and Lease being brought back to Cabinet for approval, following further consultation with local stakeholders.



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5.4 The Agreement to Lease and the Leases are based on the Heads of Terms attached as Appendix 2. The milestones to trigger the awarding of the leases are contained in the Agreement to Lease and are:

Tennis Court Milestones:

- Charitable status obtained
- Procurement of a tennis operator (criteria for selection to include ability to fund improvements)

Track and Gym Milestones

- Charitable status obtained
- £500k of external funding achieved
- Planning Permission granted for the part of the proposed scheme for which funding has been obtained.

5.5 The Partnership must achieve these milestones within 36 months of entering into the Agreement to Lease and in the meantime will be granted a licence to occupy both premises. During the Agreement to Lease period and during the term of the lease, the Council retains the responsibility for maintaining major items of plant, the boundary features and building structure. The average annual value of this is approximately £5,000. The main risk under this arrangement, for the Council, is considered to be the potential for complete boiler failure. A less likely risk (although potentially very expensive) is the risk of roof/structural collapse.

5.6 Members are asked to note that the amount of external funding required has been renegotiated since November's report, with a consensus that £500k represents an acceptable minimum investment threshold covering:

- £50k for the infield from Sport England's Playing Pitch Fund
- £450k for the track from Sport England's Improvement Fund and/or the London Marathon Trust
- The remaining funding required is for pavilion works and will be sourced later and possibly in a phased way.
- Note that the tennis operator would be expected to have the ability to secure £280k for the tennis area. This will include using their own resources as well as approaching organisations such as the LTA and Sport England for the balance.

5.7 The Leases will reflect the funding draw down timetable in that the Partnership will assume full repair responsibilities once it has secured funding and upgraded facilities for each element described in 5.6. The Partnership will in any event assume full responsibility within 5 years of the lease being granted.

5.8 In summary the key clauses of the leases are:



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- 25 year tenure
- 5 yearly rent reviews
- Continued use of the facilities as a track, gym and tennis courts
- Community use in line with the Partnership's charitable objectives
- No assigning or sub letting without the Landlords consent
- Authority to carry out the proposed works
- The demises (Appendix 1) are the Track and Gym area, including the pavilion and the area of the Tennis Courts, including (if constructed) space for a small pavilion and outdoor waiting space.
- Opening hours and special provisions

6 Consultation and the Finsbury Park Management Plan

6.1 Between May 2012 and July 2012 the Council conducted a public consultation at Finsbury Park. The aim of the consultation was to explore:

- Public opinion on the principle of developing sports facilities within the park;
and
- Extending the opening hours to 10pm all year round (instead of the current closure at dusk)

6.2 Extending the opening hours of the park and improving facilities would enable a new operator to operate the track and gym facility and the tennis courts in a manner which is financially viable. The consultation received 404 responses and concluded that:

- 95% supported the proposed improvements
- 78% supported extending the park's opening hours to 10pm either every night of the week or week nights only

6.3 Flowing from the results of the consultation there will be a change to the Park's Management Plan which will give confidence to a new operator to apply for capital funding and planning permission to carry out improvements to sports facilities in the park.

6.4 In addition to the formal consultation carried out above, further informal consultation has taken place with the:

- Friends of Finsbury Park
- Stroud Green Residents Association
- Wightman Road Residents Association

6.4.1 These groups raised a number of issues both via the formal process and also subsequent to the 13th November Cabinet meeting



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6.5 Officers have met with these groups about the concerns raised which can be summarised as:

- Tannoy noise
- The ability for low income residents to access the facilities in the future and generally about the 'commercialisation' of the sports facilities in the park
- Concerns about the capacity of the 'Partnership' to manage the facilities for the benefit of the community
- Additional lighting in the park
- An additional building (tennis pavilion) being located in the park.
- Anti social behaviour in the park at night and security generally
- The potential for additional litter generation and the capacity of the parks service to deal with it

6.6 The meetings have been constructive with the concerns of residents explored in some detail and the Council action to deal with these concerns further developed as follows:

- A special provision has been added to the lease to restrict tannoy use
- A special provision has been added to the lease to protect concessionary pricing and access
- The Council has brokered meetings between the Friends and the Partnership which we believe has given a degree of confidence about the Partnership's overall aims and ethos.
- The Council has adopted a two step approach – Agreement to Lease and Leases. This allows the Council to retain control and provide assistance until the Partnership achieves the milestones related to security of funding, charitable status, tennis operator procurement and planning permission.
- The Partnership has drawn in external support from both Sport England and London Marathon Trust
- The planning application process will deal with the lighting and building concerns of residents in some detail.
- Regarding security and litter concerns; Leisure Services has the ability to:
 - Reallocate Stewarding and Hygiene Team resources as required
 - Promote the benefits and encourage resident engagement with Parkwatch in conjunction with the Metropolitan Police Service
 - Influence the Police's resources regarding patrol regimes in and around the park
- The specific 'Lease Clauses' as set out at 5.8 above

6.7 These key clauses have been shared with the Friends and resident groups as part of the consultation process.



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6.8 Additionally as the areas to be disposed of are within Finsbury Park (and subject to 'Open Space' regulations), the Council is required to place a notice for two consecutive weeks in a newspaper circulating in the area. This notice was placed in the Journal on 1st September 2011- there were no responses from the public to this advertisement.

7. Milestones/Delivery Timetable

7.1 The timetable below details the work completed and the items still to be completed for the successful transfer of the facilities to the Partnership.

7.2 It should be noted that the full lease would be signed at stages 14 and 16 outlined below.

| No | Actions | When | Notes |
|----|---|---|--|
| 1 | Legal entity formed | April 2012 | Completed |
| 2 | Consult the public on park hours of opening & proposed sports facilities improvements | May – July 2012 | Completed |
| 3 | Present Council with updated Management/Business Plan | September 2012 | Completed |
| 4 | Sign off Partnership Business Plan | September 2012 | Completed |
| 5 | Conclude discussions/agreement regarding HOT and Agreement to Lease | October 2012 | Completed |
| 6 | Repair the electrical connection to the Floodlights (LBH) | October 2012 | Completed |
| 7 | Repair /minor refurbishment of building (LBH) | November 2012 – February 2013 | Completed |
| 9 | Apply for External funding | November 12 – July 13 (and beyond this if required) | Playing Pitch Fund application made 18 th Feb |
| 8 | Cabinet Report (seek approval for Agreement to Lease and Lease) | April 2013 | |
| 10 | Transfer operation | May 2013 | |
| 11 | Partnership achieves charitable status | July 2013 | |
| 12 | Partnership secures a tennis operator | October 2013 | |
| 13 | Partnership secures planning permission and Partnership funding (Floodlights and tennis pavilion) | Jan 2014 | |
| 14 | If points 12 & 13 are achieved the Council fully awards the | Feb 2014 | |



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|----|---|-------------|--|
| | Tennis Lease | | |
| 15 | Tennis works completed | May 2014 | |
| 16 | If other milestones achieved the Council fully awards the Track and Gym lease | June 2014 | |
| 17 | Full transfer of Track & Gym facility once planning is achieved and funding secured | June 2014 | |
| 18 | Track & Gym refurbishment works | 2014 - 2016 | |
| 19 | Council subsidy ceases. If Partnership has failed to achieve milestones Council considers fallback position | March 2016 | |

8 Comments of the Chief Finance Officer and Financial Implications

- 8.1 The existing net cost of running this facility is £50k per annum. Under the proposed arrangement this would fall to an average of £23.2k per annum for the first 3 years to nil thereafter. This would therefore generate an average saving of £26.8k pa for the first 3 years and an ultimate saving of £50k pa thereafter and these will contribute towards the savings of £100k agreed as part of the 2011/12 budget process around leasing of parks facilities.
- 8.2 If milestones are not met and the leases do not proceed these savings will not be achieved.
- 8.3 If milestones are met then the Park will benefit from external investment that would otherwise need to have been funded from the Council's capital programme

9 Head of Legal Services and Legal Implications

- 9.1 The Head of Legal Services provided comments when this matter was reported on 13 November 2012.
- 9.2 The Council will be entering into an Agreement for Lease and when the conditions (milestones) have been satisfied the Council will grant the two leases to the Partnership. There will be one lease for the Finsbury Park Track and Gym area and one for the Tennis Courts area. It is envisaged that the Tennis Courts lease will be granted first but this will be subject to a termination clause if the lease for the Track and Gym is not granted. In addition a licence will be granted to the Partnership during agreement period so they can operate the two sites. The Agreement for Lease and the Leases are based on the Heads of Terms attached to this report. Members should note that if the conditions are not satisfied within the longstop date (36 months from the date of the Agreement) the Agreement will terminate.



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- 9.3 The leases are for a term of 25 years each. This is a disposal on the part of the Council. The Council has the power to dispose but must obtain the best consideration that can reasonably be obtained (S123 of the Local Government Act 1972) otherwise Secretary of State Consent is required.
- 9.4 The rental income for the first 5 years of the Track and Gym lease and for the first year of the Tennis Court Lease is a peppercorn. Specific consent of the Secretary of State is not required if the disposal is considered by the Council to be one that would help it secure the promotion or improvement of the economic, social or environmental well-being of its area. This is subject to the condition that the undervalue does not exceed £2m.
- 9.5 The subsidy (grant) set out in paragraph 2.2 and the Funding Agreement (Appendix 3 – exempt) could be considered to be state aid within Article 107(1) of The Treaty on the Functioning of the European Union. The grant in paragraph 2.2 is £65,417 (approximately EUR 81,771) this would fall within the De Minimis Regulation which sets the criteria and threshold below which Article 107(1) can be considered not to apply. The criteria are that the total aid granted to the Partnership must not exceed EUR 200,000.00 (£158,780.00) in any three fiscal years. Officers have been advised separately as to the administrative obligations imposed by the Regulation.

10 Equalities and Community Cohesion Comments

- 10.1 The Policy and Equalities Team have been consulted in the preparation of this report and comment that a full equalities impact assessment has been completed on the proposals outlined in the report. The results of the assessment show that they are likely to improve opportunities for participation in the use of the facilities by those groups that are currently under represented. On the whole, the assessment shows that the proposals will produce positive equalities impact.

11 Head of Corporate Property Services Comments

- 11.1 The Finsbury Park Track and Gym is an asset requiring substantial capital commitment. The approach adopted towards leasing the building and site to the Finsbury Park Sports Partnership seeks to support a community based group in obtaining funding towards capital works that will bring the facility back to full use. The process of agreement to lease will help mitigate the risks in working with a recently formed partnership and allow the ability to work with them to obtain sufficient funding to take on a full repairing and insuring leases.
- 11.2 The leases are in a commercial form and include some checks on sustainability. This includes reviewing outputs, rent review and a clause if outputs are not being sustained.



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- 11.3 It is a condition within the leases that the leases are subject to the works being carried out within a defined period.

12 Policy Implications

- 12.1 Overall Council policy is provided for in the approach outlined in this report:
- Reducing the cost of providing the service
 - A much greater focus on outcomes
 - Concentrating on what we provide rather than who provides it
 - Focussing more on the user rather than buildings and facilities
 - Increasing the involvement of the voluntary and community sector, and
 - Transferring some or all of the asset, demand and financial risk onto other parties
- 12.2 Current Property policy as it relates to community buildings is under review. However the process of agreement to lease is being put into place on a number of projects on the basis of mitigating risks in tying leases into projects requiring capital investment. The Lease reflects the Council's current policy on leases to community based groups.
- 12.3 The key outcomes of the Voluntary Sector Strategy are contributed to through the approach outlined. These outcomes are:
- A commissioning and funding framework that is needs led and offers value for money
 - A strong voluntary sector infrastructure
 - An effective voluntary sector voice
 - People and their communities empowered to take control of their lives
 - Fairer access to assets and community spaces

13 Reasons for Decision

- 13.1 This decision is required to implement the approach agreed by Members at the 8th February 2011 Cabinet meeting to lease out the facility to local clubs/agencies.
- 13.2 Public consultation completed indicates strong support for a change to park opening hours and improved sports facilities at Finsbury Park.
- 13.3 Cabinet authorised the disposal of Finsbury Park Track and Gym and the tennis courts on 13th November 2012 to the Finsbury Park Sports Partnership on terms to be agreed and in accordance with the key milestones.



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13.4 Risk in adopting this decision is mitigated by the two step approach incorporating the initial 'Agreement to Lease' phase.

14 Use of Appendices

Appendix 1: Site Plans

Appendix 2: Heads of Term

Appendix 3: Exempt (contained in Exempt Report Appendix A)

Appendix 4: Agreement to Lease

Appendix 5: Finsbury Park Track and Gym Lease

Appendix 6 Finsbury Park Tennis Court Lease

The report contains exempt information. Exempt information is contained in Appendix A and is **not for publication**. The exempt information is under the following category (identified in amended Schedule 12A of the Local Government Act 1972);

S (3) Information relating to the financial or business affairs of any particular person including the authority holding the information

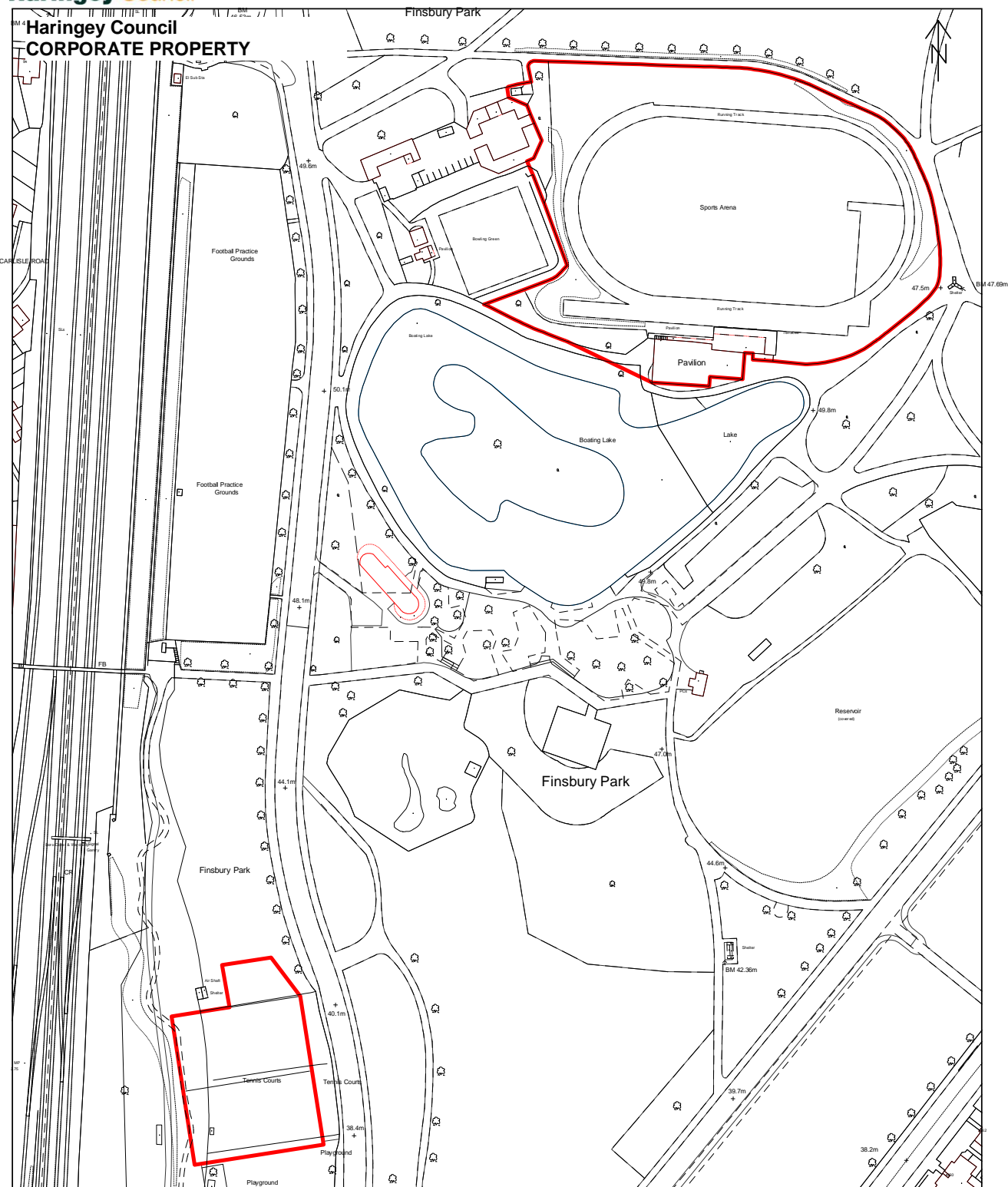
15 Local Government (Access to Information) Act 1985

- Sports and Leisure – Strategic Direction, Cabinet Report 8th February 2011.
- Finsbury Park Consultation Report; published August 2012
- Equalities Impact Assessment
- Finsbury Park Track and Gym/Tennis Courts – Leasing Report 13th November 2012
- Cabinet Minutes – 13th November 2012



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**Haringey Council
CORPORATE PROPERTY**



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**Track/Gym & Tennis Courts
Finsbury Park
LONDON
N4**

Red verge - Proposed Leases

Deed packet : Freehold 6307

LR title no. : Freehold AGL202176 (part)

CPM no. 0819

Overlay : Env - Leisure & Rec & Corp mastermap

Plan produced by Janice Dabinett on 20/03/2013

Site Area (hectares) :

Scale 1:2500 @ A4

Drawing No. BVES A4 2741



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Appendix 2

HEADS OF TERMS

SUBJECT TO CONTRACT

**THIS DOCUMENT IS NOT A
TENANCY AGREEMENT OR
LEASE OR A LICENCE TO ENTER**

AGREEMENT FOR LEASE

1. PARTIES.

- a. London Borough of Haringey, Civic Centre, Wood Green, London, N22 4LE (Landlord).
- b. Finsbury Park Sports Partnership Trust (FPSP)

2. PREMISES

Finsbury Park Running Track and Tennis Courts. Demise plan to be agreed.
Trees to be excluded.

3. LICENCE TO OCCUPY

a. INTERNAL REPAIR AND DECORATION.

FPSP shall take an internal repairing obligation qualified by reference to a schedule of condition (combination of a photographic schedule and the 2012 schedule of condition commissioned by the Council).

There shall be no external or internal decorating obligation until grant of the lease.

FPSP shall be responsible for the external grounds maintenance

b. LANDLORD SERVICES

Until lease completion the Landlord is to maintain the structure of the Premises, major electrical system, plant, trees, fencing and continue the existing rubbish collection arrangements.

c. LICENCE FEE

Nil.

d. RATES, UTILITIES AND OUTGOINGS

Rates, utilities and outgoing will be paid by FPSP.



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Gas contributions will be calculated by reference to existing sub-meter. Water will be calculated as 5% of the total Finsbury Park cost and electricity will be calculated at 15% of the Finsbury Park Staff Yard meter. cost of FPSP will use reasonable endeavours to procure the installation of sub-meters within 2 years from the date of exchange.

e. PERMITTED USE

Continued use as track, gym and playing field together with tennis courts and ancillary cafe together with such other leisure and community uses as the Landlord may approve (approval not to be unreasonably withheld or delayed).

f. SHARING OCCUPATION

FPSP may share occupation with tennis court operator without consent provided that the Landlord is notified and no Landlord and Tenant relationship is created.

4. LANDLORD WORKS.

If not completed before exchange, the Landlord must replace defective floodlight lamps, internal redecoration and flooring works as soon as reasonably practicable.

5. FUNDING AND PLANNING APPLICATION.

FPSP shall apply for capital funding for the refurbishment and redevelopment of the Premises. The parties shall co-operate in the preparation of such application and use reasonable endeavours to obtain such funding.

A funding plan will be provided to the Council within 12 months of the date of the agreement.

If the availability of funding is conditional upon the grant of planning permission in relation to the Premises and FPSP wishes to apply for such permission, the parties shall co-operate in the preparation of such application and use reasonable endeavours to obtain such planning permission.

Neither party shall be under a duty to appeal any planning decision.

Regular project meetings are carried out in connection with the refurbishment / redevelopment proposals.

6. COMPLETION CONDITIONS

Completion of the Lease is to take place once the following conditions are discharged:-



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1. FPSP achieve charitable status.
2. FPSP achieve a binding commitment from funders to advance £500,000 or more towards a scheme of refurbishment / redevelopment of the Premises consistent with the bid proposal submitted by FPSP ("the Improvement Project").
3. Grant of planning consent for the Improvement Project on terms acceptable to FPSP (acting reasonably), if required.
4. Tennis operator is procured

7. TERMINATION AND LONG STOP DATE.

- a. FPSP may terminate the Agreement on not less than 3 months prior written notice
- b. If lease completion has not taken place within 36 months of the date of exchange of the Agreement (or such later date as the parties may agree) then the Agreement shall automatically terminate without prejudice to prior breaches.

8. CONDITIONS

1. Approval of the appropriate committee to the Council or under the delegated authority of the Head of Corporate Property Services
2. Approval of FPSP member organisations
3. Simultaneous completion of the Service Level Agreement.

9. OTHER

The Partnership will operate concessionary casual pay and play charges and pre paid membership charges for Haringey residents in receipt of benefits;

The Partnership will at all times ensure that public address systems are not used beyond 8pm on any night of the week except in cases of emergency without the consent of the Lessor (such consent not to be unreasonably withheld or delayed).



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The Partnership will only use public address systems in connection with sporting activities.

The Partnership will have no less than two community public meetings per annum which must be advertised to the local community not less than two weeks before the meeting is to take place.

The Partnership will keep the Tennis Courts open during the Park opening hours and give the public access to the Tennis Courts during the opening hours.

PARTICULARS OF PROPOSED LETTING – TRACK AND GYM

1. LANDLORD: London Borough of Haringey, Civic Centre, Wood Green, London, N22 4LE.
2. TENANT: Finsbury Park Sports Partnership Trust (FPSP)
3. PREMISES Finsbury Park Running Track and Gym
4. TERM: 25 years.
5. SUB-LETTING AND ASSIGNMENT
FPSP may share occupation without consent provided that the Landlord is notified and no Landlord and Tenant relationship is created.

FPSP may assign or charge the whole with Landlord's consent (not to be unreasonably withheld or delayed).

FPSP may sub-let the whole / part with Landlord's consent (not to be unreasonably withheld or delayed).
6. RENT:
For the first five years of the lease term there will be nil rent and net profits of FPSP (if any) will be reinvested in the improvement of the Premises.

On each 5 year anniversary of the term commencement date the rent will be reviewed to an open market rental value. This will disregard any tenants improvements.

Rates, utilities and other outgoings to be the responsibility of FPSP.
7. DEPOSIT: No rent deposit



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9. INSURANCE: The Landlord is to insure the Premises for their full reinstatement value. FPSP shall repay the premium (or a fair proportion of it as calculated by the Landlord acting reasonably) to the Landlord as insurance rent. FPSP will insure any tenant's trade fixtures and fittings and plate glass (if any) at its own expense.
10. REPAIRS: In respect of any parts of the Premises that are improved or redeveloped as part of the Improvement Project works ("the Improved Areas"), FPSP will take a full repairing obligation.
- In respect of all other parts of the Premises ("the Unimproved Areas"), FPSP shall take an internal repairing obligation qualified by reference to a schedule of condition (combination of a photographic schedule and the 2012 schedule of condition commissioned by the Council).
- In the event that the Unimproved Areas (if any) include the structure of the buildings forming part of the Premises, the Landlord will be responsible for keeping such structural parts in repair.
- FPSP will take a full repairing obligation for all the site and buildings whether improved or not after the first 5 years of the term.
- FPSP will decorate internally and externally in each 5 year period during the Term and also in the last 6 months of the term.
11. SERVICE CHARGE: None
12. USER: For leisure activities and community use together with such other uses as the Landlord may approve (approval not to be unreasonably withheld or delayed). Use to be in accordance with the charitable objectives of FPSP contained within the memorandum of association and the Council's community and Equalities policy.
13. SURETIES: None
14. OPTION TO BREAK: FPSP to have an unconditional right to break upon not

less than 3 months prior written notice at any time.

15. OTHER TERMS:

The Lease shall be in the Landlord's standard form and issued by the Landlord's solicitor subject to such amendments as shall be required to reflect these Heads of Terms.

The Lease will be contracted out of part II of the Landlord and Tenant Act 1954.

The Lessee will within 5 years of the date of this Lease aim to open the Demised Premises to the public for casual use for a minimum of 41 hours per week. Thereafter annually the opening hours will be reviewed with the Lessor.

In the 5 years prior to the above deadline, the Lessee will open the Demised Premises for a minimum number of hours per week for casual public use which shall be reviewed and agreed with the Lessor annually.

The Lessee will operate concessionary casual pay and play charges and pre paid membership charges for Haringey residents in receipt of benefits

Public address system only to be used up to 8pm at night for sports purposes only except in the case of emergencies

FPSP will conduct two community meetings a year

16. LEGAL COSTS:

Both parties shall be responsible for their own legal costs

17. SURVEYORS COSTS:

Both parties shall be responsible for their own surveyors fees

18. REFERENCES:

None required.

PARTICULARS OF PROPOSED LETTING – TENNIS COURTS

1. LANDLORD:

London Borough of Haringey, Civic Centre, Wood Green, London, N22 4LE.



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2. TENANT: Finsbury Park Sports Partnership Trust (FPSP)
3. PREMISES Tennis Courts
4. TERM: 25 years.
5. SUB-LETTING AND ASSIGNMENT
FPSP may assign or charge the whole with Landlord's consent (not to be unreasonably withheld or delayed).

FPSP may sub-let the whole / part with Landlord's consent (not to be unreasonably withheld or delayed).
6. RENT:

The rent will be assessed annually and will be 15% of any income over £30,000.

The £30,000 will be subject to an annual uplift based upon RPI.

Rates, utilities and other outgoings to be the responsibility of FPSP.
7. DEPOSIT: No rent deposit
9. INSURANCE: The Landlord is to insure the Premises for their full reinstatement value. FPSP shall repay the premium (or a fair proportion of it as calculated by the Landlord acting reasonably) to the Landlord as insurance rent. FPSP will insure any tenant's trade fixtures and fittings and plate glass (if any) at its own expense.
10. REPAIRS: FPSP are responsible for keeping the demise in good safe and substantial repair and condition

FPSP will decorate internally and externally in the last year of the Term.
11. SERVICE CHARGE: None
12. USER: Tennis courts, the teaching of tennis and related activity.
13. SURETIES: None
14. OPTION TO BREAK: FPSP to have an unconditional right to break upon not

less than 3 months prior written notice at any time.

15. OTHER TERMS:

The Lease shall be in the Landlord's standard form and issued by the Landlord's solicitor subject to such amendments as shall be required to reflect these Heads of Terms.

The Lease will be contracted out of part II of the Landlord and Tenant Act 1954.

The Lessee will ensure that for a minimum of 40% of the available opening hours at least 2 adult courts at the Demised Premises are made available for public pay and play access.

The Lessee will operate concessionary casual pay and play charges and pre paid membership charges for Haringey residents in receipt of benefits

Public address system only to be used up to 8pm at night except in the case of emergencies

FPSP will conduct two community meetings a year

16. LEGAL COSTS:

Both parties shall be responsible for their own legal costs

17. SURVEYORS COSTS:

Both parties shall be responsible for their own surveyors fees

18. REFERENCES:

None required.

Appendix 4

(1) THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF HARINGEY
(2) FINSBURY PARK SPORTS PARTNERSHIP
LIMITED

AGREEMENT FOR LEASE

Land known
Finsbury Park Running Track, Gym
and Tennis Courts
Finsbury Park
Haringey
London
N22

Haringey Legal Services
London Borough of Haringey
Alexandra House
10 Station Road
London N22 7TR

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SCHEDULE 1 – PART 1: THE TRACK AND GYM LEASE; PART 2: THE TENNIS COURTS
LEASE

SCHEDULE 2 – LICENCE TO OCCUPY

ANNEXURE 1 – APPROVED SCHEME DOCUMENTS

ANNEXURE 2 – GRANT AGREEMENT/SERVICE LEVEL AGREEMENT

ANNEXURE 3 – PLAN 1 AND PLAN 2

ANNEXURE 4 – PARKS BYELAW

THIS AGREEMENT is made on

2013

BETWEEN:-

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY of Civic Centre, High Road, Wood Green, London N22 4LE (the "Council"); and
- (2) FINSBURY PARK SPORTS PARTNERSHIP LIMITED (Company number 08085652) whose registered office is situate at c/o The Access to Sports Project at Sobell Leisure Centre, Hornsey Road, London N7 7NY (the "Partnership").

WHEREAS:-

- (A) The Council is the freehold owner of the park known as Finsbury Park and the Premises forms part of Finsbury Park.
- (B) The Council has agreed to grant and the Partnership has agreed to take the Leases upon the terms of this Agreement.
- (C) The Council has agreed to grant the Partnership a licence to occupy the Premises whilst the Conditions Precedent are being satisfied upon the terms of this Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 *In this Agreement:-*

- | | |
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| <p>"Act"</p> <p>"Application Period"</p> | <p>means the Town & Country Planning Act 1990 or any statutory amendment re-enactment or replacement;</p> <p>means the period commencing upon the date of this Agreement and expiring upon the later of:</p> <ol style="list-style-type: none">(a) the date falling 24 months after the date of this Agreement; or |
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(b) such later date as the parties may agree acting reasonably and having regard to the requirements of achieving a Satisfactory Planning Permission prior to the Longstop Date.

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| “Approved Scheme” | means the scheme for the proposed refurbishment/redevelopment of the Track and Gym as shown on and described in the Approved Scheme Documents as amended or varied from time to time in accordance with clause 4; |
| “Approved Scheme Documents” | means the documents attached to the Agreement as Annexure 1; |
| “Boundary Features” | means all boundaries, walls, fences, hedges, ditches and gates forming part of the Premises; |
| “Charity” | means a charity within the meaning of section 1 of the Charity Act 2011; |
| “Completion Date” | means the Track and Gym Completion Date or the Tennis Court Completion Date as the case may be; |
| “Compliant Bid” | means a bid from a potential Tennis Operator that satisfies the Criteria; |
| “Conditions Precedent” | means the Tennis Court Conditions Precedent and the Track and Gym Conditions Precedent; |
| “Conduits” | means any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures; |
| “Council’s Representative” | means Head of Corporate Premises Services or such other person or agent or representative as may be appointed by the Council to act on its behalf for the purposes of this Agreement; |

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| “Council’s Solicitors” | means Haringey Legal Services, Alexandra House, 10 Station Road, London N22 7TR (Ref: LEG/COM/PU/32048); |
| “Criteria” | means the criteria agreed in accordance with clause 20.1 ; |
| “Data” | means all quotes, documents, correspondence statements, heads of terms, invoices, plans, scheme, financial appraisals and all other relevant materials in the Partnership’s and the Partnership’s possession which the Council may reasonably require in order to procure the redevelopment of the Premises PROVIDED THAT this shall not include any material that is confidential, legally privileged or subject to copyright and the copyright owner has not provided a licence for such material to be copied; |
| “De Minimis Aid Regulations” | means Commission Regulations (EC) No.1998/2006; |
| “Electricity and Water Payment” | means a payment in respect of: <ul style="list-style-type: none"> (1) electricity calculated as 15% of the total annual amount invoiced for the supply of electricity to the Staff Yard meter of the Park; and (2) water calculated as 5% of the total annual amount invoiced for the water and sewerage charges to the Park; and (3) the actual total annual amount of gas consumed as per the sub meter Point reference: 49540608; active meter: M025K0103812D6 |
| “Equipment” | means the equipments contained in the List of Equipments attached to this Agreement |

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| | as Annexure 5; |
| “Fair and Reasonable Proportion” | shall mean a fair and reasonable proportion as determined by the Council acting reasonably; |
| “Finsbury Park Gym and Track Site” | means the land and buildings known as the Finsbury Park Track and Gym, Finsbury Park, London and shown edged red on Plan 1 and being part of the land in the Registered Title; |
| “Fund” | means grant funding in a sum total of not less than £500,000.00 all of which is to fund the delivery of the Approved Scheme including any professional fees attributable to obtaining the Planning Permission; |
| “Funder” | means a non for profit grant provider able and willing to provider part or all of the Funds for the Approved Scheme but whose funding shall not constitute state aid under Article 107(1) of the Treaty on the Functioning of the European Union or fall within the De Minimis Aid Regulations; |
| “Funding Agreement” | means a funding agreement with any one or more Funders for the Fund; |
| “Grant Agreement” | means the agreed form of Service Level Agreement annexed at Annexure 2; |
| “Hard Standing” | means all hard standing, track, grass areas, roadways, pathways and car parks within the Premises; |
| “Interest” | means four per centum per annum above either the base rate of Barclays Bank plc from the date on which such sum fell due for payment to the date of actual payment (as well after as before any judgment obtained); |
| “Interior of the Pavilion” | The internal parts of the Pavilion bounded by and including: |

- (a) the floor screed;
- (b) the plaster finish of the ceiling;
- (c) the interior plasterwork and finishes of exterior walls and columns;
- (d) the doors and windows within the interior, non-structural walls and columns and their frames and fittings;

but excluding Lessor's Items.

"Leases"

means the Tennis Court Leases and the Track and Gym Leases;

"Lessor's Items"

means the following:

- (a) the Pavilion but excluding the Interior of the Pavilion;
- (b) Conduits;
- (c) windows and window frames;
- (d) door and door frames;
- (e) Plant;
- (f) Boundary Features ;
- (g) trees; and
- (h) floodlights (but once the floodlights have been re-lamped pursuant to clause 27 the Council shall not be required to re-lamp the same on further occasions);

"Licence Fee"

means the annual sum of £1.00 (if demanded);

"Licence Period"

means the period from the date of this Agreement to the Completion date or the

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| | date of termination of this Agreement (whichever is the earlier); |
| “Local Planning Authority” | means the Council exercising its planning functions; |
| “Longstop Date” | means 36 months from the date of this Agreement or such later date as the parties may agree; |
| “Onerous Condition” | means a condition imposed by the Local Planning Authority in a Planning Permission or imposed in a Planning Agreement which in the reasonable opinion of the Partnership would make delivery of the Approved Scheme unviable; |
| “Park” | means Finsbury Park, Seven Sisters Road, London N4; |
| “Parks Byelaw” | means the Greater London Council Parks, Gardens and Open Spaces Byelaw made on 1 November 1932 a copy of which is annexed hereto as Annexure 4; |
| “Partnership’s Agent” | means a director or appointed representative of the Partnership; |
| “Partnership's Solicitors” | means Bristows, 100 Victoria Embankment, London EC4Y 0DH (ref: Tim Allen); |
| “Pavilion” | means the building located on Finsbury Park Gym & Track Site and shown coloured blue on Plan 1; |
| “Permitted User” | Means the use of the Premises authorised by clause 14.1 of this Agreement; |
| “Permitted Works Completion Date” | means the date by which the Partnership will complete the works necessary in order to implement the Approved Scheme so far as the same affects the Finsbury Park Track and Gym and agreed in accordance with clause 4.5. |
| “Plan 1” | means the plan marked “Plan 1” attached to this Agreement as Annexure 3; |

“Plan 2”

means the plan marked **“Plan 2”** attached to this Agreement as Annexure 3;

“Planning Agreement”

means all or any of the following as the case may be:

- (i) an agreement in respect of the Premises or any part thereof made pursuant to Section 106 of the Town and Country Planning Act 1990, Sections 38 and 278 of the Highways Act 1980 (as amended), Section 104 of the Water Industry Act 1991 or any of them;
- (ii) an agreement with the water authority as to the water supply to or drainage of surface water and foul water to and from the Premises or any part thereof; and
- (iii) any other agreement with any public authority which it properly requires in connection with the carrying out of the Approved Scheme or any part of it;

making due allowance for actual or proposed revisions to law, practice and/or procedure under the Act in respect of means by which development impacts will be mitigated either as currently provided by Section 106 of the Town and Country Planning Act 1990, by virtue of the introduction of planning contributions pursuant to the Planning and Compulsory Purchase Act 2004, or otherwise;

“Planning Appeal”

means an appeal by the Partnership against:

- (a) the refusal by the Local Planning Authority to grant Planning Permission;

- (b) the non-determination of the Planning Application; or
- (c) any one or more conditions attached to the Planning Permission.

“Planning Application”

means an application for a Planning Permission (including if required, listed building consent and conservation area consents) necessary for the carrying out of the Approved Scheme;

“Planning Permission”

means a detailed planning permission for the Approved Scheme granted by the Local Planning Authority or the Secretary of State;

“Plant”

means plant and machinery serving the Premises including any boiler;

“Premises”

means the Finsbury Park Gym and Track Site and the Tennis Courts (including all boundary fences and all Fixtures & Fittings and Conduits to the extent that they are within and exclusively serve the Premises);

“Proceedings”

means all or any of the following arising at any time prior to the Long Stop Date in respect of a Planning Application or any Planning Agreement:

- 1.1 an application for judicial review under Rule 54.5 of the Civil Procedure Rules 1998 (including any application for leave) made by any third party in relation to the grant of a Planning Permission by the Local Planning Authority; or
- 1.2 an application pursuant to Section 266 and Section 288 of the Act arising from the grant of a Planning Permission or under the Human Rights of equivalent legislation, including in each case any appeals to a higher court following judgment of a lower court; or

2. any reconsideration by the Local Planning Authority of a Planning Application following a previous Planning Permission being quashed pursuant to an application within the meaning of paragraph 1.1 or 1.2 above and the matter being remitted to the Local Planning Authority;
3. an application (within the meaning of paragraph 1.1 or 1.2 above) arising from the grant of a Planning Permission following a reconsideration of a Planning Application by the Local Planning Authority or call in or reconsideration by the Secretary of State or the Greater London Authority or any equivalent application.

“Public Requirements”

has the meaning given in Standard Condition 1.1.1(h);

“Rating List Application”

means an application to the Valuation Office Agency for a variation to the rating list for the Premises to be identified as a separate hereditament for the purposes of uniform business rates;

“Registered Title”

means Land Registry Title No. AGL202176;

“Satisfactory Planning Permission”

means a Planning Permission and any Planning Agreement entered into in relation to a Planning Permission which contains no Onerous Conditions;

“Schedule of Condition”

means the schedules of condition attached to this Agreement as Annexure 4;

“Standard Conditions”

means the Standard Commercial Premises Conditions of Sale (1st Edition) and any reference to a numbered Standard Condition means the Standard Condition

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| | that is so numbered; |
| “Tennis Courts” | means the premises known as the Tennis Courts, Finsbury Park [] and shown edged red on Plan 2 and being part of the land registered under the Registered Title; |
| “Tennis Court Completion Date” | means 10 Working Days after the Tennis Courts Unconditional Date; |
| “Tennis Court Condition Precedent” | Means the Partnership identifying a Tennis Operator in accordance with clause 19; |
| “Tennis Court Lease” | means the agreed form of Lease of the Tennis Courts attached to Part 2 of Schedule 1; |
| “Tennis Courts Unconditional Date” | means the date of satisfaction of the Tennis Court Condition Precedent; |
| “Tennis Operator” | means the person or organisation selected as per clause 19 of the Agreement to operate the Tennis Courts in accordance with the conditions of the Tennis Court Leases and industry good practice as determined by the Lawn Tennis Association; |
| “Tennis Operation” | means the management of the courts and any ancillary tennis facilities located within the demise in accordance with the Tennis Court Leases and industry good practise as determined by the Lawn Tennis Association; |
| “Track and Gym Completion Date” | means 10 Working Days after the Track and Gym Unconditional Date; |
| “Track and Gym Conditions Precedent” | means: <ul style="list-style-type: none"> (a) the Partnership entering into the Funding Agreement in accordance with clause 6 (“First Condition Precedent”); (b) the Partnership having obtained |

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| | Satisfactory Planning Permission in accordance with clause 5 ("Second Condition Precedent"); and |
| | (c) the Partnership being registered as a Charity in accordance with clause [7] ("Third Condition Precedent"); |
| "Track and Gym Lease" | means the agreed form of lease of the Finsbury Park Track and Gym Site attached to Part 1 of Schedule 2; |
| "Track and Gym Unconditional Date" | means the date of satisfaction of the Track and Gym Conditions Precedent; |
| "Unchallenged Date" | means the date 14 weeks after the date of the Satisfactory Planning Permission unless prior to such date Proceedings shall have been instituted in which case it will be the date on which Proceedings are exhausted and a Satisfactory Planning Permission is granted and/or upheld; |
| "VAT" | means Value Added Tax or any equivalent tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time; and |
| "Working Day" | means a day Monday to Friday but excluding any day which is a public holiday and "Working Days" shall be interpreted accordingly. |

1.2 In interpreting this Agreement:-

- 1.2.1 where the context so admits, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a **"person"** are deemed to include any individual, firm, unincorporated association or body corporate;

- 1.2.2 any reference to any statute or order or to any provision of the same are construed as including reference to any statutory modification or re-enactment thereof and to any relevant regulations or Statutory Instruments made under any statute or in connection therewith and from time to time in force;
- 1.2.3 where the context so admits the expressions “**Council**” and “**Partnership**” are deemed to include their respective successors in title and assigns and if at any time the Council or the Partnership shall consist of more than one person any obligations which they undertake shall be enforceable against them all jointly or against each individually;
- 1.2.4 references to clauses or Schedules unless otherwise specified mean the clauses of or the Schedules to this Agreement and headings to clauses and Schedules are disregarded in interpreting this Agreement;
- 1.2.5 the Schedules form part of this Agreement and are to be interpreted or construed as though they were set out in this Agreement;
- 1.2.6 this Agreement is deemed to incorporate the Standard Conditions with such amendments (including the use of capital letters) as are necessary to make the Standard Conditions referable to this Agreement. If there is any conflict between the Standard Conditions and the express provisions of this Agreement, this Agreement prevails.
- 1.2.7 The Council shall have 10 Working Days from receipt of a request for approval under this Agreement to provide or refuse such approval of the Council and give written reasons for doing so and if the Council does not respond, the Partnership shall give to the Council a further notice in writing (“the Warning Notice”) of its intention to treat the Council's failure to respond as deemed approval and giving the Council a further 5 Working Days to respond and failure by the Council to respond to the Warning Notice shall entitle the Partnership to treat the approval as deemed approval.

2. CONDITIONS

2.1

- 2.1.1 Completion of the Tennis Court Lease is conditional upon the Tennis Court Unconditional Date occurring before the Long Stop Date.
- 2.1.2 Completion of the Track and Gym Lease is conditional on the Track and Gym Unconditional Date occurring before the Long Stop Date.

- 2.2 Neither party shall be entitled to waive unilaterally any of the Conditions Precedent.
- 2.3 In the event that the Track and Gym Conditions Precedent are not satisfied by the Longstop Date either party may give written notice to the other rescinding this Agreement insofar as it relates to the grant of the Track and Gym Lease and thereupon the provisions of sub-clause 2.5 apply.
- 2.4 In the event that the Tennis Court Condition Precedent is not satisfied by the Longstop Date either party may give written notice to the other rescinding this Agreement insofar as it relates to the Tennis Court Lease and thereupon the provisions of sub-clause 2.5 apply.
- 2.5 If this Agreement is rescinded:-
 - 2.5.1 the Partnership will, as soon as reasonably practicable, return any signed documents received from the Council to the Council and cancel any registrations of this Agreement;
 - 2.5.2 Standard Condition 7.2 will be amended accordingly;
 - 2.5.3 rescission is made without prejudice to any rights of the either party against the other in respect of or arising out of any antecedent breach of any provisions of this Agreement; and
 - 2.5.4 at the request of the Council the Partnership will use reasonable endeavours (but shall not be required to make a capital payment) to procure for the Council an irrevocable royalty free non-exclusive licence to use or permit the use of the drawings and plans relating to the Approved Scheme as well as all Data for the proper purpose of procuring the redevelopment of the Premises.

3. CONDITIONS PRECEDENT – LONG STOP DATE

- 3.1 Subject to clause 3.5, the Partnership shall use all reasonable endeavours (but without any obligation to act contrary to the best interests of the Partnership or contrary to its constitutional documents) to satisfy the Conditions Precedent before the Longstop Date.
- 3.2 Upon satisfaction of each of the Conditions Precedent the Partnership will forthwith give the Council notice to that effect.
- 3.3 Upon the Track and Gym Unconditional Date this Agreement will become unconditional in respect of the Track and Gym only and the provisions of this Agreement which were not subject to the provisions of this clause 3 will become operative.
- 3.4 Upon the Tennis Court Unconditional Date this Agreement will become unconditional in respect of the Tennis Courts only and the provisions of

this Agreement which were not subject to the provisions of this clause 3 will become operative.

- 3.5 Subject to the Partnership giving notice under clause 3.2 above, the Second Condition Precedent shall be deemed to be satisfied if the local planning authority confirms no Planning Permission is required for delivery of all of the Approved Scheme.

4. APPROVED SCHEME DOCUMENTS

- 4.1 The Partnership shall progress the detailed design of the Approved Scheme as soon as reasonably practicable after the date this Agreement is entered into to enable a Planning Application to be made.
- 4.2 The Parties acknowledge that at the date of this Agreement the Approved Scheme is developed only to a basic outline level and is likely to undergo substantial changes.
- 4.3 The Partnership may amend or redesign the Approved Scheme Documents from time to time with the Council's consent (such consent not to be unreasonably withheld or delayed) PROVIDED THAT unless the Council agrees to the contrary (in its absolute discretion) the Approved Scheme shall always provide for the development of the Premises to include a gym and athletics track and field and ancillary accommodations on the Finsbury Park Track and Gym Site.
- 4.4 The Partnership agrees to use reasonable endeavours to promote the Approved Scheme to potential funders and to the relevant planning authorities and to consult with them to achieve support for the Approved Scheme.
- 4.5 The parties shall as soon it is practicable to do so and in any event before the Completion Date agree the Permitted Works Completion Date and in this respect both parties shall act reasonably.

5. OBTAINING PLANNING PERMISSION

- 5.1 The Partnership shall at its own expense take all reasonable steps necessary to obtain a Satisfactory Planning Permission for the Approved Scheme within the Longstop Date and in particular shall submit the Planning Application within the Application Period.
- 5.2 The Partnership will not submit any Planning Application without the prior approval of the Council (such approval not to be unreasonably withheld or delayed).
- 5.3 If reasonably necessary to obtain a Satisfactory Planning Permission, the Partnership may amend the Planning Application or withdraw and submit a revised application. Any such amendment or withdrawal shall be with the

prior written approval of the Council (such approval not to be unreasonably withheld or delayed).

- 5.4 The Partnership shall keep the Council promptly and fully informed of the progress of any Planning Application and all correspondence, meetings, negotiations and proposals relating thereto and allow the Council and its consultants to attend meetings and to participate in them and shall have regard to the reasonable requirements of the Council.
- 5.5 The Partnership shall at its own expense enter into any Planning Agreements on terms which are approved by the Council in its capacity as landowner (approval not to be unreasonably withheld or delayed)
- 5.6 Within 20 Working Days of receipt of a Planning Permission the Partnership shall notify the Council in writing whether or not the Planning Permission is a Satisfactory Planning Permission and if not stating its reasons why not.
- 5.7 The Council shall co-operate with the Partnership and use reasonable endeavors to assist the Partnership in obtaining a Satisfactory Planning Permission which shall include entering into a Planning Agreement on terms which are approved by the Council (approval not to be unreasonably withheld or delayed)
- 5.8 The Partnership may but shall not be required to enter into any Proceedings or pursue a Planning Appeal.

6. PROCURING THE FUNDING

- 6.1 The Partnership shall within 24 months of the date of this Agreement in accordance with this clause 6 approach potential Funders with the view to procuring a Funder or Funders who would be a capable of funding the whole or part of the Approved Scheme.
- 6.2 Within 10 Working Days of entering into a Funding Agreement the Partnership shall notify the Council in writing and the amount of funding it is to receive including all terms and conditions and provide the Council with a certified copy of the relevant Funding Agreement.
- 6.3 The Council shall when necessary co-operate with the Partnership and use reasonable endeavours to assist the Partnership in securing the Fund.
- 6.4 If it is a condition to the grant of the Fund or the provision of grant funding for the redevelopment of the Tennis Courts and its is necessary in order to secure such grant funding, the Council shall at the reasonable request of both the relevant grant provider and the Partnership and on terms approved by the Council (approval not to be unreasonably withheld or delayed) enter into a direct covenant with the relevant grant provider to preserve the use of the Tennis Courts for the duration of the grant funding or to grant a new lease for the residue of the Term directly to the Tennis

Operator in the event that the Tennis Court Lease is terminated, forfeit or disclaimed.

7. CHARITABLE STATUS

- 7.1 The Partnership shall (if it has not already done so) immediately after the date of this Agreement apply to the Charity Commission for it to be registered as a Charity.
- 7.2 The Partnership shall within 10 Working Days of receipt of confirmation of registration under clause 7.1 notify the Council in writing and provide the Council with a certified copy of the Certificate of Registration.
- 7.3 The Council shall not object to any changes to the agreed form of the Leases occasioned by the Partnership's status as a Charity unless the changes concern the charitable purposes of the Partnership or the Partnership ceases to be a Charity.

8. INTEREST

If and whenever either party fails to pay to the other or any of them any monies due under this Agreement on the due date (whether formally demanded or not) then Interest on such monies calculated from 10 Working Days after the due date until the date of payment shall be paid.

9. GRANT AGREEMENT

The parties shall on the date of this Agreement enter into the Grant Agreement.

10. DISPUTES

- 10.1 If any disagreement shall arise between the parties under this Agreement either party may give notice to the other that a dispute has arisen whereupon the matter shall be referred for determination to a single expert (who shall act as an independent expert and not as an arbiter) by the parties or (in default of agreement as to the appointment of such expert within seven days of this disagreement) to be nominated on the application of either of the parties hereto by the President for the time being of the Royal Institution of Chartered Surveyors.
- 10.2 The party who gave the notice of dispute shall within 10 Working Days of the referral to the expert submit written representations to the expert with a copy to the other party and the other party shall within ten Working Days of receipt submit his written representations to the expert with a copy to the other party. After submission of such representations each party may within a further ten Working Days give the expert written comments on their representations.
- 10.3 The decision of such expert shall be final and binding on the parties.

- 10.4 The expert shall have regard to all representations and evidence submitted on behalf of either party to the dispute (if made promptly) when making his decision.
- 10.5 The expert shall be at liberty to call for such evidence from the parties and to seek such other expert assistance as he may reasonably require.
- 10.6 The expert may take oral representations from a party but will not do so without allowing both parties the opportunity to be present and if the expert considers it appropriate to give evidence and to cross examine each other.
- 10.7 Notwithstanding any referral of a dispute to the expert the parties will perform and continue to perform the obligations under this Agreement before, during and after such referral in accordance with the terms of this Agreement.
- 10.8 The expert shall use all reasonable endeavours to give his decision (which shall be in writing with reasons for his decision) as soon as reasonably practicable.

11. TITLE

Title to the Premises shall consist of the Registered Title.

12. GRANT OF LEASES

12.1

12.1.1 On the Tennis Court Completion Date the Council will grant and the Partnership will accept the Tennis Court Lease;

12.1.2 On the Track and Gym Completion Date the Council will grant and the Partnership will accept the Track and Gym Lease.

- 12.2 Completion of the Leases shall take place at the offices of the Council's Solicitors and the Partnership shall within one month of the Completion Date make an AP1 application to the Land Registry to register the Leases.
- 12.3 The engrossments of the Leases shall be prepared by the Council's solicitors and the counterpart Leases shall be provided to the Partnership's solicitors not less than ten (10) Working Days prior to the relevant Completion Date.
- 12.4 The Council will execute the original Leases and the Partnership the counterpart Leases not less than two (2) Working Days prior to the relevant Completion Date.

13. CONDITIONS TO GRANT OF LEASES

13.1 The Leases shall be granted free from encumbrances and with vacant possession (save for the occupation of the Partnership or any sub-licencees of the Partnership and for the Equipment which shall not be removed by the Council prior to Completion) subject to:-

13.1.1 any matters discoverable by inspection of the Premises before the date of this Agreement;

13.1.2 all matters which are declared by Schedule 1 and 3 of the Land Registration Act 2002 to be overriding interests;

13.1.3 such other unregistered interests as may affect the Premises which the Council does not and could not reasonably know about to the extent that and for so long as they are preserved by Schedule 12 to the Land Registration Act 2002;

13.1.4 the entries (save for financial charges) appearing or referred to on the Registered Title as at the date of this Agreement PROVIDED THAT the Tenant shall not object to any entries affecting the Landlord's title pursuant to clause 6.4;

13.1.5 Public Requirements as at the date of this Agreement; and

13.1.6 any matters disclosed or which would have been disclosed by the enquiries which a prudent purchaser would have made of any local public or competent authority.

13.1.7 all rights of water light drainage and other easements quasi-easements licences rights and matters as are at present enjoyed by all the Councils or occupiers of neighbouring properties and to all wayleave or public rights or otherwise whether the same shall be disclosed by this Agreement or not and the Partnership shall be deemed to have inspected the Premises and to be aware of the same whether apparent or otherwise;

13.1.8 all poles pylons overhead cables drains sewers and the like affecting the Premises;

13.1.9 the Equipment.

13.2 The Council shall grant the Leases with full title guarantee.

13.3 The Council has proved title to the Premises by supplying the Partnership with official copies of the registered titles in respect of title number AGL202176 copies of documents stated on such titles to be filed at the Land Registry and the title plans and the Partnership will take the Leases subject to all matters contained or referred to in such official copies as on

the date of this Agreement (save for any matters registered against these titles as a result of this Agreement).

- 13.4 The Tenant is deemed to have full knowledge of the matters referred to in clause 13.1 and shall not raise any requisition or objection in relation to these save in relation to any matters revealed by pre-completion searches.
- 13.5 So far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Agreement, the sale is subject to the Standard Conditions.
- 13.6 The contract rate referred to in the Standard Conditions shall for the purpose of this Agreement and the Standard Conditions be the rate of Interest from time to time.
- 13.7 Standard Conditions 2.3, 4.1, 4.2.1, and 5.1.1(b) shall not apply.
- 13.8 Standard Condition 6.7 shall be varied to read "The Buyer is to pay the money due on completion by direct credit and an unconditional release of any deposit held by a stakeholder and the money shall be treated as being paid at the time of receipt by the seller's solicitor's bank".

14. LICENCE

- 14.1 Subject to the conditions set out in Schedule 2, the Council gives the Partnership licence, for the Licence Period in common with the Council and all others authorised by the Council so far as is not inconsistent with the rights given, to use the Premises together with the Equipment as a track, gym, playing field tennis courts and such other leisure and community uses as the Landlord may approve (approval not to be unreasonably withheld or delayed).

15. PUBLICITY

- 15.1 The Council and the Partnership shall consult with each other as to the timing nature and contents of any of press release or publicity they may wish to issue before its publication in relation to this Agreement.
- 15.2 In connection with the provisions of this clause 15 each party undertakes with the other not at any time or in any manner either knowingly to disclose or communicate or knowingly permit or cause the disclosure or communication to any person in any manner whatsoever of any such information except:-
 - 15.2.1 with the prior written consent of the other (such consent not to be unreasonably withheld or delayed);
 - 15.2.2 to the extent that the information was at the time of disclosure, or subsequently became, through no act or default of either party,

public knowledge, but only after such information has become public knowledge;

15.2.3 to the extent that the information is information which either party is obliged by law to disclose to anyone or to any lawyers in connection with the performance of their duties or in accordance with the terms of any Funding Agreement;

15.2.4 to the extent that the information is information which either party shall disclose or communicate to any third party in order to comply with that party's obligations under this Agreement; or

15.2.5 to the extent that the information is information which either party shall disclose to any professional advisers or Funders in connection with this Agreement.

16. NOTICES

16.1 The respective addresses for service of notices under this Agreement shall be the addresses referred to in this Agreement but any party may, by written notice to the other, or (if more than one) others, substitute another address in England which shall then become the notice address.

16.2 Any notice to the Council under this Agreement shall be marked for the attention of the Head of Corporate Property Services, fax number 0208 489 2111.

16.3 Any notice to the Partnership under this Agreement shall be marked for the attention of Jerry Odlin fax number 020 3006 8796 or such other number as the Partnership may from time to time stipulate.

16.4 A notice may be served by:-

16.4.1 handing it to a representative of the party to be served;

16.4.2 leaving it at the notice address;

16.4.3 sending it to the notice address by registered or recorded delivery post; and

16.4.4 transmitting by facsimile copy, or cabling it to the notice address provided that a confirmatory letter is posted within 24 hours.

16.5 Any notice served shall be deemed to have been given at the time when in the ordinary course it may be expected to have been received.

16.6 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted by registered or recorded delivery post or that the

telex telegram or cable or facsimile transmission was properly addressed and sent as the case may be.

16.7 Any notice under this Agreement must be given in writing.

16.8 E-mail is not a valid method of service of notices under this Agreement.

17. TERMINATION

17.1 This Agreement will automatically determine:

17.1.1 in the event that the Partnership fails to remedy a material breach of the terms of this Agreement within a reasonable time (being not less than 10 Working Days) of receiving written notice of such breach from the Council;

17.1.2 if all of the Conditions Precedent have not been satisfied by the Longstop Date.

17.2 The Partnership may terminate this Agreement by serving not less than 3 months prior written notice on the Landlord of its intention to do so.

17.3 Termination of this Agreement pursuant to clauses 17.1 or 17.2 shall be without prejudice to the rights of either party in respect of subsisting breaches and shall not prejudice the rights of either party under any lease granted pursuant to the terms of this Agreement prior to such termination.

18. VALUE ADDED TAX

Any sum payable or other consideration passing under or as a consequence of this Agreement is deemed to be exclusive of any VAT which may from time to time be chargeable in respect of any supply made or to be made hereunder and the party to whom the supply is being made shall pay such tax which the party making the supply is unable to recover as input tax to the party making the supply.

19. NON-ASSIGNMENT

The Council is entitled to decline to grant the Leases of the Premises to any person other than the person or persons named in this Agreement as the Partnership.

20. IDENTIFYING THE TENNIS OPERATOR

20.1 The Parties shall within one month of the date of this Agreement and together with the Lawn Tennis Association agree the Criteria which a tennis operator would need to meet in order to run a successful tennis operation at the Tennis Courts.

- 20.2 The Partnership shall within two months of the date of this Agreement in accordance with this clause 19 carry out a two stage procurement exercise on the open market with the view to procuring a Tennis Operator who would be a capable of funding and carrying out the Tennis Operation and so as to achieve a Compliant Bid.
- 20.3 The Partnership shall prior to carrying out the first stage of the procurement exercise required in clause 19.1 submit a procurement plan and all invitation to tender documents to the Council for approval (such approval not to be unreasonably withheld or delayed) and allow the Council's Representative to be on the procurement panel and provide them with all necessary Data so that they can comply fully with all their obligations under clause 19.8.
- 20.4 The Partnership must obtain an open market rent for the Tennis Courts by applying competitive tendering on the open market and obtaining quotes from at least three potential Tennis Operators.
- 20.5 The Partnership shall declare any real or apparent conflicts of interest between the Tennis Operator and the Partnership or any suppliers. The Council shall have the right to require the Partnership to procure a new Tennis Operator in the event that the Council reasonably believes that such real or apparent conflict of interest would mean that the Tennis Operator would be unable to run a successful tennis operation at the Tennis Courts.
- 20.6 The Partnership shall ensure that the terms on which the sublease of the Tennis Courts is to be granted shall include such conditions which both the Council and the Lawn Tennis Association shall require and which shall be disclosed in the first stage of the procurement exercise.
- 20.7 The Partnership shall keep copies of all tenders and quotes from prospective Tennis Operators, and all related correspondence, and written documentary evidence of the reasoning behind the selection or rejection of each supplier for a period of 6 years
- 20.8 The Partnership shall not select a Tennis Operator until the following conditions have been complied with:
- 20.8.1 In the first stage:
- (a) the Partnership shall instruct the Partnership's Agent and the Council shall instruct the Council's Representative to mark jointly all potential bidders' bids in accordance with the Criteria;
 - (b) the three bidders with the highest marks shall be selected as the preferred bidders;
- 20.8.2 In the second stage:

- (a) following the process referred to in clause 19.7.1 the Partnership's Agent shall disclose to three preferred bidders approved pursuant to clause 19.7.1 all financial information approved by the Council's Representative (such approval not to be unreasonably withheld or delayed) as the Partnership believes is necessary so that the preferred bidders may reaffirm or otherwise vary their bids which shall (if varied) then be marked further in accordance with clause 19.7.1;
- (b) the Partnership's Agent (having consulted with the Council's Representative) shall then make a recommendation to the Partnership in accordance with the Criteria and the Partnership shall then proceed with the recommended bidder.

20.9 The Council reserves the right and shall be entitled from time to time and at any time to employ advisers skilled in any of the disciplines referred to in this clause 19 to advise it upon any aspect of the procurement exercise.

20.10 The Council shall be entitled to terminate this Agreement by serving a written notice on the Partnership to that effect if a tennis operator cannot be found. If such a notice is served the Agreement shall terminate 10 Working Days from the date of the notice.

21. NON MERGER

So far as they remain to be performed or observed the provisions of this Agreement shall continue in full force and effect notwithstanding completion.

22. ENTIRE AGREEMENT

22.1 This Agreement contains the entire agreement between the parties and may only be varied or amended by a document signed by or on behalf of both parties and making reference to this clause.

22.2 The Partnership acknowledges that he is entering into this Agreement without placing any reliance upon any representation (written or oral) which may have been made by the Council or any agent, advisor or other person acting for the Council except such representations as may be made in this Agreement or may have been made in any written communication from the Council's Solicitors to the Partnership's Solicitors.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. COUNCIL'S STATUTORY DUTIES AND POWERS

- 24.1 Neither the existence of this Agreement nor anything contained in it is to prejudice or affect the rights, powers, duties, discretions or obligations of the Council in the exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations and statutory instruments; which rights and powers etc. may be as fully and effectually exercised in relation to the Premises as if the Council were not the Council of the Premises or a party to this Agreement and regardless of any consent or approval given by the Council under this Agreement.
- 24.2 Any notice, approval or consent given or granted by the Council or any officer of it under this Agreement is not given or granted by the Council in any capacity other than as Council of a freehold or leasehold or some other interest in the Premises and party to this Agreement.
- 24.3 No notice, order, consent, permission or licence or other communication given or made by the Council in exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations, and statutory instruments is to take effect as a consent, permission or approval given by the Council under the provisions of this Agreement.
- 24.4 Nothing in this clause shall limit the Council's liability for breach of obligations under this Agreement except in relation to the Council's status as Local Planning Authority.

25. PROJECT MEETINGS

- 25.1 A representative or representatives of the Council and the Partnership shall meet together whenever reasonably necessary following the date of this Agreement until the Approved Scheme are completed in order to review the progress of the Approved Scheme and to identify and agree a policy for dealing with any problems arising.
- 25.2 The Partnership shall provide upon reasonable request to the Council information as to the progress of the Approved Scheme and shall give due consideration to the Council or its nominated representatives' comments.

26. CANCELLATION FOR CORRUPT OR ILLEGAL PRACTICES

The Council may in writing cancel this Agreement at any time if in relation to this Agreement the Partnership or anyone employed by it commits in relation to the Council any offence under the Bribery Act 2010 or gives any fee or reward, the receipt of which is an offence under section 117 of the Local Government Act 1972.

27. LANDLORD AND TENANT ACT 1954

27.1 The parties confirm that:

27.1.1 the Council served a notice on the Partnership, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Leases, before this Agreement was entered into (a certified copy of which notice is annexed to this Agreement); and

27.1.2 [●] who was duly authorised by the Partnership to do so, made a statutory declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which statutory declaration is annexed to this Agreement).

28. LANDLORD WORKS

The Council shall at its own cost remedy the defective flood lamps at the Premises and complete the internal decoration and flooring works as soon as reasonably practicable and to the reasonable satisfaction of the Partnership.

SIGNED by or on behalf of the parties on the date which first appears in this Agreement.

SCHEDULE 2

PART 1

THE TRACK AND GYM LEASE

PART 2

TENNIS COURTS LEASE

SCHEDULE 3
LICENCE TO OCCUPY

1. PARTNERSHIP'S UNDERTAKINGS

The Partnership agrees and undertakes as set out in this paragraph 1.

1.1 Payments

1.1.1 Subject to compliance by the Council with its obligations in the Grant Agreement, the Partnership shall:

- (a) pay the Licence Fee upon demand;
- (b) pay the business rates attributable to the Premises in accordance with paragraph 1.1.2(b) or 1.1.2(c); and
- (c) pay utility payments in accordance with paragraph 1.1.3(b) or 1.1.3(c).

1.1.2

- (a) the Partnership shall make the Rating List Application as soon as reasonably practicable;
- (b) until such time as the Rating List Application has been completed, the Partnership shall pay to the Council within 10 Working Days of demand a fair and reasonable proportion of the uniform business rates charged upon any premises owned by the Council of which the Premises form part; and
- (c) once the Rating List Application has been completed, the Partnership shall pay and bear the uniform business rates attributable to the Premises.

1.1.3

- (a) within 2 years from the date of this Agreement the Partnership shall apply to the suppliers of electricity and water utilities for separate sub meters relating to those services to be installed at the Premises;
- (b) until such time as separate sub-meters are installed pursuant to paragraph 1.1.3 (a), the Partnership will pay

the Electricity and Water Payment to the Council within 10 Working Days of written demand; and

- (c) once separate sub-meters have been installed pursuant to paragraph 1.1.3(a), the Partnership will pay to the Council or the relevant supplier the proper cost of services provided to the Premises.

1.2 Condition of Premises

The Partnership must keep:

- (a) the Interior of the Pavilion, the Hard Standing and all external parts of the Finsbury Park Track and Gym Site (but not the Boundary Features) and the Tennis Courts (but not the boundary fences) in good and substantial repair and condition; and
- (b) (without prejudice to the obligations of the Landlord at paragraph 2) the Premises clean and tidy and leave all them in a clean and tidy condition and free of the Partnership's furniture, equipment, goods and chattels at the end of the Licence Period; and
- (c) all landscaped areas within the Premises maintained and clean.

PROVIDED THAT this obligation shall not extend to the Lessor's Items and the Partnership shall not be required to put the Premises in any better state of repair and condition as it evidenced by the Schedule of Condition.

1.3 Access ways

The Partnership must not obstruct any access way, or make them dirty or untidy, or leave any rubbish on them.

1.4 Signs and notices

Save where required by law, the Partnership must not display any signs or notices upon the exterior of the Premises without the prior written consent of the Council (not to be unreasonably withheld or delayed).

1.5 Nuisance

The Partnership must not use the Premises in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Council or adjoining or neighbouring Premises or to the Council,s, occupiers or users of the Park or any adjoining neighbouring premises.

1.6 Statutory requirements and insurance

The Partnership must not do anything that will or might constitute a breach of any statutory requirement affecting the Premises or that will or might wholly or partly vitiate any insurance effected in respect of the Premises from time to time.

1.7 Indemnity

The Partnership must indemnify the Council, and keep the Council indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the Partnership's undertakings contained in this clause.

1.8 Rules and regulations

18.1 The Partnership must observe any reasonable and proper rules and regulations the Council makes and notifies to the Partnership from time to time, governing the Partnership's use of the Premises PROVIDED THAT such rules and regulations shall not be inconsistent with the rights granted by this Agreement and shall not prevent or materially restrict the ability of the Partnership to use the Premises for the Permitted User.

18.2 The Partnership must comply at all times with the Parks Byelaw.

1.9 Council's rights

The Partnership must not in any way impede the Council, or his officers, servants or agents, in the exercise of his rights of possession of the Premises and every part of the Premises.

2. THE COUNCIL'S UNDERTAKINGS

2.1 The Council shall at its own cost:

2.1.1 keep the Lessor's Items in a good and substantial repair and safe condition provided that the Council shall not be required to put into a better state of repair and condition than is evidenced in the attached Schedule of Condition;

2.1.2 provide rubbish collection services as currently provided being not less than once a week ;

2.1.3 use reasonable endeavours to procure the uninterrupted supply of water, gas and electricity services to the Track and Gym but not if such interruption is due to any unpaid bills which are not the Council's responsibility.

- 2.2 The Council shall not unreasonably withhold or delay consent to an application made by the Partnership or the Tennis Operator to install water, gas or electricity services to the Tennis Courts under or through the Park.

3. GENERAL

3.1 Determination

The rights granted in clause 14 and the obligations of either party pursuant to this Schedule 2 shall determine without prejudice to the rights of either party in respect of any subsisting breach upon:

3.1.1 at the end of the Licence Period;

3.1.2 termination of the Agreement;

3.1.3 on grant of the Tennis Court Lease the licence shall determine in respect of the Tennis Courts only; and

3.1.4 on grant of the Track and Gym Lease the licence shall determine in respect of the Track and Gym only.

3.2 Assignment prohibited

The benefit of this licence is personal to the Partnership and not assignable, and the rights given in clause 14 may only be exercised by the Partnership.

3.3 Warranty excluded

The Council gives no warranty that the Premises are legally or physically fit for the purposes specified in clause 14.

3.4 Indemnity

The Council shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred in relation to the death or injury of any third party, employee or customer of the Partnership arising as a consequence of any breach by the Partnership of its obligations under this Agreement

3.5 Special Provisions

3.5.1 Track and Gym

- 3.5.1.1 The Partnership will operate concessionary casual pay and play charges and pre paid membership charges for Haringey residents in receipt of benefits;

3.5.1.2 The Partnership will at all times ensure that public address systems are not used beyond 8pm on any night of the week except in cases of emergency without the consent of the Lessor (such consent not to be unreasonably withheld or delayed).

3.5.1.3 The Partnership will only use public address systems in connection with sporting activities.

3.5.1.4 The Partnership will have no less than two community public meetings per annum which must be advertised to the local community not less than two weeks before the meeting is to take place.

3.5.2 Tennis Courts

3.5.2.1 The Partnership will keep the Tennis Courts open during the Park opening hours and give the public access to the Tennis Courts during the opening hours.

3.5.3 Regulations

The Partnership will at all times comply with the following:

- 3.5.3.1 No unnecessary obstruction must be caused in any part of the accessways in the Park.
- 3.5.3.2 Refuse is to be kept in containers specifically approved by the Council and available for collection as and when specified from time to time by the Council.
- 3.5.3.3 No sound amplification equipment shall be used in a manner which is audible outside the Premises other than in accordance with paragraph 3.5.1.2 to this Schedule.
- 3.5.3.4 Due precautions shall be taken to avoid water freezing in Conduits within the Premises.
- 3.5.3.5 Fire escape doors and corridors are not to be obstructed nor used except in emergency.
- 3.5.3.6 Vehicular traffic may only use service areas for loading and unloading at times agreed by the Council (such agreement not to be unreasonably withheld or delayed) and no parking in or obstruction of service areas is permitted: the Council reserves the right to

remove or immobilise vehicles which do not comply with this regulation.

3.5.3.6 The Premises are to be secured against intrusion when not in use.

ANNEXURE 1
APPROVED SCHEME DOCUMENTS

ANNEXURE 2
SERVICE LEVEL AGREEMENT

ANNEXURE 3
PLAN 1 AND PLAN 2

ANNEXURE 4
SCHEDULE OF CONDITION

ANNEXURE 5
LIST OF EQUIPMENT

SIGNED on behalf of
THE MAYOR AND
BURGESSES OF THE
LONDON BOROUGH OF
HARINGEY

.....
Authorised Officer

SIGNED on behalf of
FINSBURY PARK SPORTS
PARTNERSHIP LIMITED

.....
Authorised Signatory

